



TABLE OF CONTENTS FOR IFB

1. PURPOSE	Page 3
2. SCOPE OF WORK/SPECIFICATIONS	Page 3-5
3. PRE-BID CONFERENCE	Page 5
4. GENERAL TERMS AND CONDITIONS	Page 6-10
5. SPECIAL TERMS, CONDITIONS, PERFORMANCE	Page 11-14
6. REFERENCES	Page 14
7. PRICING, INSTRUCTIONS FOR BIDDING	Page 14-15
8. BID SUBMISSION FORM	Page 16
9. ATTACHMENTS	Page 17-26

1. **PURPOSE:**

The purpose of the Invitation to Bid is to secure a professional/consulting forester or consulting forestry firm, hereinafter called the contractor, for coordination and oversight of planting of pine seedlings on non-industrial private land during the 2012 tree planting season. Contractor will arrange for all planting crews, supply seedlings, and ensure that seedlings are properly planted. All work will be done in accordance with the specifications in this contract. A professional forester must meet the qualifications as defined in the Code of Virginia Section 10.1-1181.8—10.0-1181.9 or be deemed a Certified Forester (CF) or Candidate Certified Forester (CCF) by the National Society of American Foresters (SAF).

2. **SCOPE OF WORK**

2.1 **CONTRACTOR RESPONSIBILITIES AND RIGHTS**

- 2.1.1 General: Contractor agrees to arrange for all labor and supervision and to provide all seedlings, tools, equipment and insurance in accordance with the terms and specifications of this agreement.
- 2.1.2 All equipment, supplies and materials will be subject to inspection by the Department at any time during this project.
- 2.1.3 The contractor agrees to have personnel and full complement of delivery and support systems available and ready for tree planting as early as January 15, 2012, but no later than February 15, 2012 (subject to seedling availability and weather conditions).
- 2.1.4 The contractor is required to notify the Department of Forestry's Regional office prior to starting tree planting operations in a new county. Notification must be done prior to 8:30 AM ET on the day of the anticipated move and can be done via phone, voice mail, or e-mail.
- 2.1.5 Damage Claims: Should the contractor receive written notice of any damage claim from a landowner to their property, he will, in turn, notify the Department in writing within 10 days specifying location, nature of damage, and name and address of the person making said claim. The contractor will also contact the person making the claim within 10 days to begin the process for resolution of the claim. Failure of the contractor to comply will be deemed a serious violation that may result in contract termination and forfeiture of the Performance Bond pursuant to clause 6.4.7.
- 2.1.6 All reforestation work, to include both tree planting and planting quality inspections, shall be performed under the supervision of a professional forester, as defined in Virginia Code Section 10.1-1181.9., a Certified Forester (CF) or a Candidate Certified Forester (CCF) certified by the National Society of American Foresters.
- 2.1.7 Contractor shall notify and receive written approval from the Department all sub-contractors as soon as determined. Approval by the Department to any sub-letting shall not relieve the Contractor of full responsibility and liability for the work to be performed by the sub-contractor.
- 2.1.8 Independent Contractor: The contractor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.
- 2.1.9 The Department will provide the contractor with contact information regarding tracts that are candidates to be planted. However, it will be the contractor's responsibility to send individual contracts to each landowner. These contracts are to be sent to each landowner no later than **February 1, 2012.** A sample tree planting contract is available in Attachment #2 of this contract.

- 2.1.10 Seedling Purchases & Delivery: It will be the responsibility of the contractor to secure and/or purchase the appropriate materials, supplies, additives, etc. Contractor agrees to purchase and transport all seedlings to be planted under this contract from a Virginia Department of Forestry Nursery. Contractor is responsible for arranging payment method, schedule, or process with the Virginia Department of Forestry Nursery, and for communicating seedling needs and pick-up during planting season. The contractor is also responsible for transport and storage of any seedlings purchased separately by the landowner or provided to the landowner from an entity other than the Contractor for tracts planted under the guidance and stipulations of this contract.
- 2.1.11 Contractor Safety: Contractor agrees to perform the work in a safe and careful manner and to furnish and use, and require its employees to use, such safety devices, methods and measures as are required to protect its employees, its sub-contractor's employees, the employees of others engaged in the work, and the public against bodily injury or damage to property.
- 2.1.12 Applicable Laws: Contractor also agrees to comply with, and to ensure that crews comply with all laws, rules, acts, and/or regulations applicable to the safe performance of such work, including but not limited to the Migrant and Seasonal Agriculture Workers Protection Act (MSPA), Public Law 91-596, Title, "Occupational Safety and Health Act of 1970."
- 2.1.13 Contractor Rights: The contractor reserves the right to halt operations when the Department or one of its representatives fails to meet their responsibilities as outlined in this agreement.
- 2.1.14 Contract Progress: Contractor agrees to continue through and complete planting and inspections on all contracted acres once activities have commenced, unless a temporary interruption is approved or required by the Department.
- 2.1.15 Planting Quality Checks: Contractor will submit to the Department planting quality checks **within 48 hours** of tract completion. Prior to billing, the Department will review and approve planting quality checks.
- 2.1.16 Landowner Billing: Pursuant to the landowner/contractor agreement, Contractor may bill landowners up to one-half of the total amount in advance of planting. Contractor will bill landowner for the total amount owed within 10 days of satisfactory completion of the planting project. A copy of the invoice will be sent to the contract administrator at the time of billing.
- 2.1.17 Any contracts returned to the contractor with a post-mark after **March 1, 2012** will only be planted at the contractor's discretion.

2.2 DEPARTMENT RESPONSIBILITIES AND RIGHTS

- 2.2.1 Tract Designation: The Department shall provide a map (produced by the Department on IFRIS) to the Contractor for each tract to be planted. This tract location map will include estimated tract or planting area boundaries, latitude and longitude coordinates, estimated acreage, tree species to be planted, planting density and spacing. The map will be overlaid on an aerial photograph if available. The Department will have final say over any acreage disagreements that may arise. Initial maps will be sent by the Department to the contractor no later than **February 1, 2012**. Maps for any tracts that are added after February 1, 2012, will be sent by the Department to the contractor once a week until March 1, 2012.
- 2.2.2 Department Personnel: The Department shall be available prior to the beginning of the contract period to show the tracts in each county to the Contractor. The Contractor should set up the meeting date and time with the Department forester at least 24 hours in advance to insure the forester's availability. During this "show date(s)", the Department will provide a county map with the location of each tract identified on the map.

- 2.2.3 The Department will provide all landowner contact and tract information to the contractor via a standard spreadsheet. The first landowner contact and tract information spreadsheet will be sent to the contractor via e-mail starting **December 1, 2011** and once a week thereafter until **March 1, 2012**.
- 2.2.4 Provided Seedlings: Their may be considerable acres where the landowner or another cooperator will provide seedlings. For the purpose of this contract, provided seedlings are defined as seedlings that are purchased through an entity other than the contractor. This can include seedlings purchased directly by the landowner or seedlings purchased for the landowner by a private or non-profit organization. For projects planted under the stipulations of this contract, the contractor is still responsible for the pickup, transport, storage, and planting of provided seedlings and subsequent planting inspections.
- 2.2.5 Provided Seedling Costs: The Department will furnish provided seedlings information, if any, prior to landowner billing, as necessary to reflect actual planting costs. On tracts with provided seedlings, landowner invoices will be reduced by the equivalent value of Department of Forestry seedlings at the contractor rate and the landowner will be billed at the labor rate only.
- 2.2.6 Seedling Billing: The contractor will be required to complete a VDOF Form 46 – Seedling Pickup when seedlings are picked up from a VDOF facility. This form is used to track the number of seedlings used by the contractor for invoicing by the VDOF nursery.
- 2.2.7 Department will approve all quality inspections within 3 working days of receipt. Submittal of quality inspection sheet and subsequent approvals can be done via email.
- 2.2.8 The Department will conduct random audits of tracts to ensure that quality standards for planting are being met. The Department will inspect, at random, at least 20% of the planted tracts.
- 2.2.9 Department Rights: The Department reserves the right to halt operations at any time when Department inspections, planting quality data audits, or contractor's performance does not meet requirements specified in this contract.
- 2.2.10 Cold Storage Units: Seedling storage at Garland Gray Forestry Center and Augusta Forestry Center will be provided free of charge. The Department will charge a "cold storage unit usage fee" of \$100.00 per week for contractor purchased trees that are stored in any other Department owned cold storage unit. Cold storage units are available for rent at the New Kent Forestry Center and the DOF offices in Tappahannock and Lawrenceville. A DOF service agreement (form 21) must be completed prior to cold storage rental.
- 2.2.11 The Department reserves the right to reject any and all bids.

3. **DATES OF PLANTING**

Planting may begin as early as January 15, 2012, but must start no later than February 15, 2012, subject to seedling availability and weather conditions (as determined by Regional Department of Forestry Contract Administrator) and to finish no later than March 31, 2012.

4. **PRE-BID CONFERENCE**

A **mandatory** pre-bid conference will be held on **October 4, 2011 at 2:00 PM** at the Virginia Department of Forestry Office located at 900 Natural Resources Drive, Charlottesville, Virginia 22903. All bidders must attend this conference to become qualified to place a bid. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this invitation to bid. Any questions regarding the pre-bid conference should be directed to Tom Harlan at the Department of Forestry Office in Sandston at 804-328-3031.

5. **GENERAL TERMS AND CONDITIONS**

- 5.1 **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- 5.2 **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 5.3 **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
- 5.4 **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5.5 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 5.6 **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or

proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

5.7 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

5.8 **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

5.9 **CLARIFICATION OF TERMS:** If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

5.10 **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be

reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

5.11 **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

5.12 **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The

Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- 5.13 **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 5.14 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 5.15 **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- 5.15.1 The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 5.15.2 The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 5.15.3 By mutual agreement between the parties in writing; or
 - 5.15.4 By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - 5.15.5 By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall

excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- 5.16 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 5.17 **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 5.18 **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- 5.19 **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- 5.20 **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

5.21 **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

5.22 **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

5.23 **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

5.24 **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay

the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:
4. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
5. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
6. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
7. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
 - c. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

5.25 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

5.26 **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women owned and minority-owned businesses when they have received the DMBE small

businesscertification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

5.27 **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

5.28 **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6. **SPECIAL TERMS AND CONDITIONS**

6.1 **PLANTING CREW**

6.1.1 Multiple crews are permissible and expected in order to get the planting done within the contract time constraints. The contract requires crew oversight and supervision by the contractor. A professional forester, as defined in Virginia Code Section 10.1-1181.9, will act as a supervisor and must be on site with each planting crew at least once per day.

6.2 **SEEDLING TYPE AND CARE**

6.2.1 Seedlings for all tracts are required to be Premium Loblolly pine. All seedlings are to be treated for protection against Pales weevil. Seedlings must be purchased from a Virginia Department of Forestry Tree Seedling Nursery. A limited number of Elite Loblolly, Third Cycle Loblolly, Regular 2nd Generation Loblolly, Shortleaf Pine and Eastern White Pine are available. Landowners may request these special seedlings. If seedlings other than Premium treated loblolly pine are used, the price will be adjusted accordingly based on the price differences for the seedlings. The Department must be notified of this substitution and a rate adjustment reflecting the difference in seedling cost will be given to the landowner. See Attachment 5 for seedling purchase information.

6.2.2 Bags and bundles containing seedlings will be kept closed and under shade at all times. Protective heat shield tarps, allowing proper ventilation, are required.

Seedlings in bags, bundles, and planter's tree bags will be kept moist at all times.

6.2.3 Planters will carry no more trees in hand than can be carried without roots drying out before planting.

6.2.4 Seedlings will be planted within 48 hours of removal from cold storage. Proper cold storage is defined as a facility where temperatures can be regulated at 40 degrees and humidity of 95% or greater. The Department has the right to periodically inspect the cold storage facilities. Upon request and approval, contractor may use DOF cold storage facilities, pursuant to section 2.2.10.

6.2.5 Contractor will haul seedling bundles in a covered or enclosed vehicle or trailer to prevent seedling exposure to wind, cold or heat during transport. Contractor may, at his

own expense, use a refrigerated van for long term storage of seedlings on site, provided the refrigeration unit is monitored. Temperature must be maintained at 40 degrees; humidity levels are maintained at 95%. DOF reserves the right to periodically inspect seedling storage and transport facilities.

- 6.2.6 All trash associated with the planting project shall be disposed of properly in an approved manner. On-site burning of seedling wrappers or any other debris is prohibited. Culled seedlings and root trimmings should be spread within the planting area in a manner that does not leave visible piles of debris.

6.3 PLANTING

- 6.3.1 All planting shall be done with approved tree planting equipment.
- 6.3.2 Only one seedling shall be planted in a hole. The hole shall be in mineral soil free from duff or trash. Hole will be located so that the seedling has a reasonable chance of survival (i.e. not at the bottom of a deep rut).
- 6.3.3 Seedlings are to be planted at root collar or deeper; but not excessively deep, dependant on the type of tree species planted. Seedling depth should be a minimum of 6 vertical inches.
- 6.3.4 The tap root is to be planted without "J" rooting (turned more than 90 degrees).
- 6.3.5 Lateral roots are not to be twisted or balled up.
- 6.3.6 Seedlings shall stand at no more than 20 degrees off of vertical.
- 6.3.7 The hole shall be filled in at both the bottom and top and to be packed firmly without injuring bark on seedling. Seedling should be planted so that it can not be removed by pulling on two needles.
- 6.3.8 Seedlings are not to be planted in frozen ground or when air temperatures freeze root hairs.
- 6.3.9 Seedlings are to be planted at the prescribed rate and spacing as provided by the Department's Area Forester for each tract.
- 6.3.10 The Contractor may request an adjustment to the specified planting density for individual tracts that may have excessive debris or conditions that may prevent consistent planting at the specified density and spacing. Approval of the adjustment will be at the Department's discretion and must be made prior to planting.
- 6.3.11 Seedling roots shall not be beaten or otherwise damaged.
- 6.3.12 Trees coated with clay slurry should not be rinsed off.
- 6.3.13 Any root pruning shall be done only with the approval of the Department. Under no circumstances shall roots be pruned to an overall length of less than 6 inches.
- 6.3.14 Shortleaf pine - Shortleaf pine seedlings require more care than loblolly pine seedlings regarding storage, handling, and planting. Every attempt should be made to plant shortleaf pine seedlings as early in the season as possible.
- 6.3.15 Shortleaf pine seedlings should not be planted when the maximum daily air temperature is above 80 (eighty) degrees Fahrenheit as forecasted by the National Weather Service.

- 6.3.16 Shortleaf pine seedlings should not be planted when the daily maximum sustained wind speed is 12 (twelve) miles per hour or above as forecasted by the National Weather Service.
- 6.3.17 All seedlings not planted during a given day shall be placed back into cold storage overnight until the next day's planting.

6.4 PLANTING PERFORMANCE

- 6.4.1 Planting quality checks will be performed under the supervision of the forester during or immediately after planting on each tract; the forester must be on site with the crew at least once per day; stocking and excavation information will be provided to the Department within **48 hours of tract completion**. Planting quality checks will be submitted on Attachment 4 in the manner so described on form. The Department will approve and inform the contractor to bill the landowner, provided all planting quality specifications are fully met.
- 6.4.2 The Department will conduct random audits of planting quality, as well as inspections of tracts at the request of the landowner. If standards for full payment are not met on any audit the Department and contractor will meet onsite to resolve any discrepancies in planting quality check data. If discrepancies are not resolved the regional planting coordinator will make the final determination regarding planting quality and acreage planted.
- 6.4.3 The Contractor will take a minimum of one 1/50th acre quality check plot per 5 acres. A minimum of 5 plots will be taken on tracts under 25 acres in size.
- 6.4.4 The contractor will be notified of unsatisfactory work as soon as is practical after planting inspections have been completed. Contractor may bill for the full per acre price if the following conditions are met:
- 6.4.4.1. Trees planted are no more than 10% above the number recommended by the DOF Forester
- 6.4.4.2. At least 85% of the prescribed stocking density are planted correctly
- 6.4.5 Tracts showing less than 85% planted correctly will be replanted at the Contractor's expense to meet the 85% planted correctly specification and the landowner will be required to pay only **90% of the total planting fee**.
- 6.4.6 Tracts planted more than 10% above the planting density recommended by the DOF Forester will have the stocking levels reduced by the contractor to meet the specifications outlined in Section 6.4.4.1 of this contract at the **contractor's expense**. Any seedlings that are removed in order to bring the stocking level back to acceptable standards will be disposed of in an appropriate manner and will not re-used or replanted.
- 6.4.7 **Performance Bond**: The contract is considered to be executed on the date of the Department's signature. The contractor will be required, within 15 days of that signing date, to submit to the Department a Performance Bond, or a certified check in the amount of **\$25,000.00** (Twenty-Five Thousand dollars and zero cents) made out to the "State Forester" at no cost to the Commonwealth. The Bond will cover the full contract period and must be executed by a cooperate surety authorized to do business in the Commonwealth of Virginia. The Bond will name the Commonwealth, and the Department as the payee.
- 6.4.7.1 For work in IFB #411:12000-04, a performance bond of **\$25,000.00**, will be required.
- 6.4.7.2 The Performance Bond or Certified Check will be released by the Department of Forestry immediately upon completion of restitution or replanting as required in Sections 6.4, 6.5,

and 6.6 and upon payment received by the Department for the full amount for seedlings purchased by the contractor for tracts planted under this contract.

- 6.5 **REPLANTING:** When replanting is required, it will be the responsibility of the contractor. The contractor may contract with another qualified contractor to accomplish the replanting with the written consent of the Department. In any case the replanting shall be accomplished within the contract period. For the purpose of this contract, "replanting" is defined as pulling up every seedling planted on the tract or a specified area of the tract in question and replanting it with fresh seedlings. The old seedlings will then be disposed of in an appropriate manner and not replanted on another tract.
- 6.6 **WEATHER:** If weather conditions are prohibitive and delays start up of planting beyond February 15, 2010 or significantly impact contract progress, the equivalent time may be added to the end of the contract period. If extended drought conditions exist at any point during the contract period, the Department reserves the right to suspend planting activities until conditions improve, with the equivalent time being added to the end of the contract period if needed. Such decision will be made by the Regional/Department of Forestry Contract Administrator, in consultation with the contractor.
- 6.7 **MINIMUM ACREAGE CHARGE:** This contract may also include tracts that are five acres or less in size. The contractor will still be responsible for planting these smaller tracts. However, for tracts planted that are less than five acres, the Contractor may bill the landowner at the five acre rate, i.e., the landowner will be billed for five acres of planting.
7. **AWARD:** The Commonwealth will make the award for the contract to the lowest responsive and responsible Bidder based on the average cost per acre for seedlings, seedling transport, planting labor, crew supervision, and planting quality control. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. The contract will not be split; it will be awarded to a single contractor.
8. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Landowner and/or Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
9. **COMMUNICATIONS:** Contractor must have the following forms of communications: cell phone and/or email access that will be used to receive planting acreage updates and other updates as necessary. An electronic version of the planting quality form is available. Email is the preferred method of submission of this form to the Department. A standard spreadsheet will be provided with landowner and tract information. Both Department and Contractor will provide updates/changes on a regular basis.
10. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 10 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
11. **SERVICE FEE:** A service charge of \$2.00 per acre planted under the specifications of this contract will be assessed to the contractor for services provided by the Department. The Department will invoice the contractor upon completion of the planting season and when the total acres are finalized.
12. **REFERENCES:** Bidder shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER

13. **PRICING SCHEDULE- INSTRUCTIONS FOR BIDDING**

- 13.1 For bids to be considered, complete and sign the Invitation To Bid Sheet, Page 1; list references and reference data (Section 10); complete the bid form as per these Instructions for Bidding and return this entire Document by mail, or in person in time to reach the Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903 on or before **October 18, 2011 at 10:30 AM ET**. Bids completed incorrectly will be disqualified.
- 13.2 Number of tracts and acreages are estimates based on information at time of issue. These estimates are not guaranteed and will likely change. The Department may request planting on more acreage than called for in this document. The additional acreage will not exceed more than 50% of the acreage, without mutual consent of the contractor and the Department. This agreement for additional acreage will be subject to the time of planting specified in Section 3.
- 13.3 The contract shall be awarded to the contractor with the lowest bid per acre to cover the cost of seedlings, seedling transport, planting labor, planting supervision and planting quality control. In case of a tie "preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available; otherwise, the ties shall be decided by a coin toss." (Chapter 2, Section 2.22.a. Commonwealth of Virginia Agency Procurement Manual).
- 13.4 After completing Invitation for Bid Sheet (Page 1) and the Bid Form, this entire Document should be enclosed in a separate envelope. Mark the outside as follows: **"Sealed bid for the tree planting on commercial forestland in the Commonwealth of Virginia, East Region, IFB #411:12000-04 to be opened only at the Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903, on October 18, 2011 at 10:30 AM ET"**
- Enclose this sealed envelope in a second envelope addressed to the Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903.
- 13.5 To obtain bid results, persons bidding should submit a self-addressed, stamped envelope with bid. Contracts will be awarded and mailed to the successful bidder(s) within 10 calendar days after the intent to award is issued.
- 13.6 The contract (Attachment 2) must be signed and returned with Bid package by **October 18, 2011 at 10:30 AM ET** to the Department of Forestry. Once an award has been made, the complete contract will then be mailed to contractor.

14. Contractor will use the following form for submission of bids to the Department.

BID SUBMISSION FORM
IFB# A12000-04
2012 **FOREST TREE PLANTING &**
PLANTING QUALITY INSPECTION CONTRACT
REGION East

Counties of: James City, New Kent, Charles City, Chesterfield, Hanover
Gloucester, Mathews, Middlesex

30 1400 **Acres**
Tree Species to Plant: Loblolly Pine
(majority of tracts to be planted without site preparation)

Required Seedling Type: Premium 2nd Generation Treated Loblolly Pine

Seedlings Must Be Purchased From: Virginia Department of Forestry Nursery
Purchase Contact: Dwight Stallard, Nursery Manager, 804-834-2855

**BID AMOUNT MUST INCLUDE COST OF SEEDLINGS, SEEDLING TRANSPORT,
PLANTING LABOR, PLANTING SUPERVISION AND PLANTING QUALITY CONTROL**

BIDS MUST BE PER ACRE

	Tree Species		
# TREES PER ACRE	Premium 2 nd Gen. Loblolly Pine		
360 (10 x 10)			
484 (9' x 10')			

ADDITIONAL SPECIFICATIONS (if any): All seedlings must be treated against Pales Weevil.
Shortleaf Pine, Third Cycle Loblolly Pine, Elite 2nd Generation Loblolly Pine, Regular 2nd Generation
Loblolly Pine and Eastern White Pine prices will be determined based on the procedures outlined in.
Section 6.2.1 of this contract

A fee of \$2.00 per acre will be assessed to the contractor upon completion of planting and final acreage determination.

15. **ATTACHMENTS**

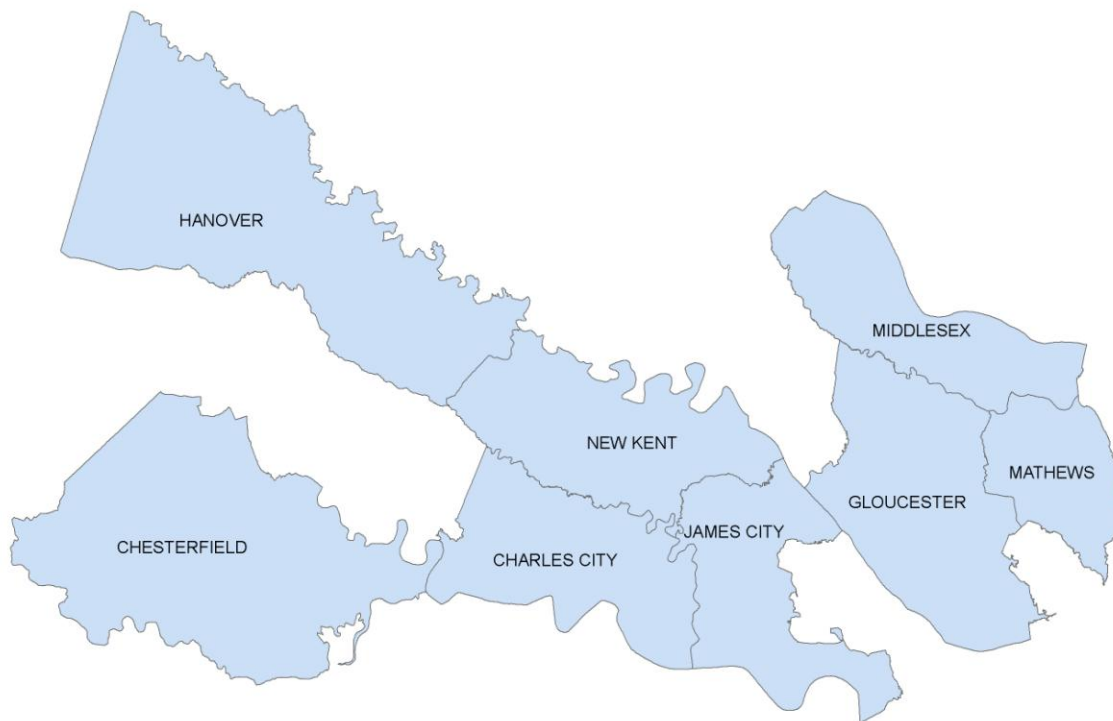
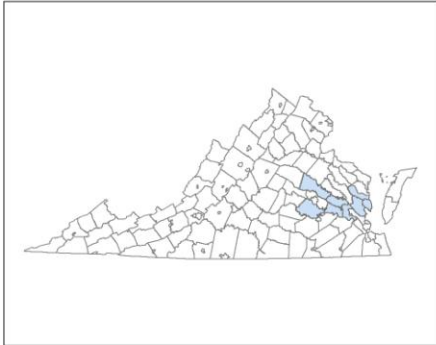
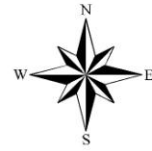
- ATTACHMENT 1: Map of planting areas
- ATTACHMENT 2: Contract form- to be completed by the Department after the contract is awarded
- ATTACHMENT 3: Contractor/Landowner agreement (sample) - to be completed by the contractor and each landowner included in the Master state contract.
- ATTACHMENT 4: Planting Quality data form and instructions
- ATTACHMENT 5: Seedling purchase information
- ATTACHMENT 6: Estimate of tracts, acres, and seedlings by stocking level
- ATTACHMENT 7: State Corporation Commission Form

ATTACHMENT 1



Virginia Department of Forestry Eastern Region Planting Area Boundaries

James City County, Charles City County, Chesterfield County,
Hanover, New Kent, Gloucester, Mathews, and Middlesex.



0 4 8 16 24 Miles

Map created by Todd Edgerton, 9/27/2010

ATTACHMENT #2

CONTRACT NUMBER A12000-04

COMMONWEALTH OF VIRGINIA DEPARTMENT OF FORESTRY

2012 TREE PLANTING CONTRACT

REGION East

For the Counties/Cities of: James City, New Kent, Charles City, Chesterfield, Hanover,
Gloucester, Mathews, Middlesex, Henrico

This contract entered into this _____ day of _____ by _____
herein after called the "contractor" and the Commonwealth of Virginia, Department of Forestry, herein
called the "Department".

WITNESSETH that the contractor and the Department, in consideration of the mutual covenants,
promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The contractor shall provide the services to the Department as set forth in the
Invitation For Bid Document attached.

PERIOD OF THE CONTRACT: From: February 1, 2012 through: March 31, 2012

COMPENSATION AND METHOD OF PAYMENT: The contractor shall be paid by each landowner as
set forth in the Invitation For Bid Document.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the
Invitation For Bid submitted by the contractor, the general conditions, special conditions, specifications
and other data contained in the Invitation For Bids together with all written modifications thereof, all of
which Contract Documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth
in the Commonwealth of Virginia Vendor's Manual.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be
bound thereby.

CONTRACTOR:

DEPARTMENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT #3

CONTRACT #: A12000-04

CONTRACTOR – LANDOWNER TREE PLANTING AGREEMENT

This agreement made and entered this _____ day of _____ between:

_____ hereinafter referred to as Contractor;

and _____ address: _____

_____ hereinafter to as Landowner.

WITNESSETH, in consideration of the payments to be made by the Landowner as specified herein, Contractor agrees to plant trees upon land controlled by the Landowner according to the following terms and conditions:

- A. Agrees to plant a total of _____ acres in _____ County
and more fully described as: _____

- B. Agrees to provide _____ seedlings and plant approximately
_____ trees per acre at a spacing of approximately _____
- C. Agrees to the following payment schedule:
- | <u>% of trees</u> | <u>Payment</u> |
|--------------------------|---|
| <u>Properly planted*</u> | |
| 85-100+ | Full |
| < 85 | 90% following replanting to
specifications at contractor's expense |
- D. Agrees to invoice landowner after certification by the Department.
- E. Agrees to plant according to dates prescribed by the Department, dependant on weather conditions and ground conditions on the tracts.
- F. Agrees to handle and plant all seedlings according to the Department's proper planting specifications.
- G. Agrees to indemnify, and hold harmless the Landowner from any claims, damages and actions arising from the services furnished by the Contractor.
- H. Agrees to send a copy of final invoice to the Department Office for the county where the planting is being done.

LANDOWNER

- A. Agrees to pay a rate of \$ _____ per acre for a total of \$ _____
to be paid within 21 days of invoice unless otherwise agreed. The total invoiced shall be reduced by the value of provided seedlings.

- B. Agrees that non-payment of money due the Contractor within 21 days after invoice, unless otherwise arranged, shall constitute default. Non payment may result in legal action to place a lien upon the property.
- C. Agrees that in case of non-payment requiring the Contractor to resort to legal action to collect payment due, the Landowner shall also be responsible for all attorneys' fees, court and other costs and for interest on the unpaid balance at the rate of 2.5% per month or legal maximum if lower than 2.5%.
- D. Agrees that in the case of unforeseen changes to the contract instituted by the Department of Forestry, the Landowner shall be responsible for the adjusted contract price, either higher or lower. Any such changes will be in writing by both the Contractor and Landowner.
- E. Agrees to provide ingress and egress for all employees, materials and equipment of the contractor necessary to complete project.
- F. Agrees that the acreage described above is correct. Acreage discrepancies will be resolved by GPS measurement.
- G. Agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, arising from participation in this contract, provided that such liability is not attributable to the sole negligence of the agency. The Contractor is fully responsible for all services being rendered under the contract.

This contract cannot be altered, modified or deviated from unless set forth in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereunto execute this agreement as of the day and year first written above.

WITNESS: _____ BY: _____
Landowner

WITNESS: _____ BY: _____
Contractor

ATTACHMENT #4

DOF approval _____

PLANTING QUALITY CHECK FORM

Virginia Department of Forestry

2012 Forest Tree Planting Contract

Contract # A12000-04

County: _____ Date Planted: _____ Date Sampled: _____

Tract Name/Number: _____ Acres Planted: _____

Planting Crew: _____ Inspector Name: _____

Species Planted: _____ Prescribed TPA: _____

		ABOVE GROUND QUALITY		EXCAVATED TREES		
Plot	# of Seedlings	Unsatisfactory	Satisfactory	#1	#2	#3
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Sum				XXXX	XXXX	XXXX
Average				XXXX	XXXX	XXXX
			Satisfactory Dug			
			Total Dug			

Excavated Tree Codes

A	Angle Improper	E	Excessively Deep	P	Pruned < 6 "	√	Satisfactory
B	2 or more/hole	J	J- Rooted	S	Shallow, <6" deep		
C	Debris in Hole	L	Loose	T	Twisted or Balled		

Average # of above ground

Satisfactory planted X 50 X (Satisfactory Dug / Total Dug) = Total Satisfactory Planted per acre

Line A X 50 X () =

Total Satisfactory Planted per Acre / # of Prescribed Trees per Acre (TPA) X100 = % of Trees Properly Planted

Line B X 50

Attachment # 4a

Planting Quality Check Form Instructions

Fill out the top portion of the form in its entirety.

Using 1/50 acre plots, sample a plot for every 5 acres. (plot radius: 23'6") On 25 acre or smaller tracts a minimum of five 1/50 acre plots will be taken.

Note: Additional Forms will be needed on tracts over 50 acres.

In the first column record the total number of planted trees within the plot. In the Above Ground Quality section assign the found seedlings in the proper category based on the criteria outlined in section 5.3 Planting, in the contract. Items such as seedling tightness and seedling lean over 20% are examples of what to look for. Sum up the columns and average them as well.

On each sample plot the three seedlings closest to plot center will be excavated with care to ensure that planting quality can be observed. Using the Excavated Tree Codes assign the proper code to each seedling that is excavated. Count the number of satisfactory excavated seedlings and the total number of seedlings and put in the appropriate boxes.

In Line A insert the average number of above ground satisfactory planted trees. In the second box insert the number of satisfactory excavated seedlings. In the third box insert the total number of excavated seedlings.

Using the formula above Line A insert the results in the fourth box. This will be the number of satisfactory planted trees planted per acre.

In Line B insert the number of satisfactory planted trees per acre from Line A in the first box. In the second box insert the number of trees per acre that were prescribed for the tract. Using the formula above Line B complete the Third box. This will be the percentage of properly planted trees as described in contract section 7.4. This will also be used as the basis on which the landowner will be billed.

ATTACHMENT #5

NURSERY AND SEEDLING INFORMATION **2012 Forest Tree Planting Contract** **Virginia Department of Forestry**

Contract # A12000-04

Contact Information:

Dwight Stallard, Manager
Garland Gray Forestry Center
19127 Sandy Hill Road, Courtland, VA 23837

804-834-2855

FAX: 804-834-3141

Please contact Dwight Stallard for seedling pricing information and ordering.

The successful vendor will be required to complete and file a credit application with VDOF Nurseries.

Payment terms for seedlings picked up will be as follows:

VDOF Nurseries will bill the Contractor for any seedlings picked up each month at the end of the month. Payment for each month's seedlings will be expected within 30 days of billing. Failure to pay on time could result in the Contractor being refused additional seedlings until the account is current.

ATTACHMENT #6
ESTIMATE OF TRACTS, ACRES, AND SEEDLINGS
for Contract # A12000-04

Below is an estimate of tracts and the acreage to be planted under this contract. The contract will be awarded based on the contractors bid and the estimates provided below.

A small amount of Shortleaf Pine, Eastern White Pine, Third Cycle Loblolly Pine, and Elite 2nd Generation Loblolly Pine will be planted under the terms of this contract. The total acres planted with these species should not be enough to influence bid prices and will be shared with the successful bidder per the procedures outlined in Section 2.2 of the contract. A small number of tracts will also be planted at 360 trees per acre. Prices for this planting density will be based on the bid price outlined in Section 14 (Bid Submission Form)

Premium 2nd Gen. Treated Loblolly Pine – 484 Trees/Acre

County	Number of Tracts	Acres
James City	5	190
Charles City/New Kent	7	450
Chesterfield	3	125
Hanover	6	250
Gloucester/Mathews	5	250
Middlesex	4	135
TOTAL	30	1400

ATTACHMENT 7

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐